

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|---|---|-----------------------|
| BRIDGESTONE SPORTS CO., LTD. and BRIDGESTONE GOLF, INC., |) | |
| |) | |
| Plaintiffs, |) | |
| |) | C.A. No. 05-132 (JJF) |
| v. |) | |
| |) | |
| ACUSHNET COMPANY, |) | |
| |) | |
| Defendant. |) | |

BRIDGESTONE'S PROPOSED VERDICT FORM

Bridgestone submits this proposed verdict form.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Leslie A. Polizoti

Jack B. Blumenfeld (#1014)
Leslie A. Polizoti (#4299)
1201 N. Market Street, P.O. Box 1347
Wilmington, DE 19801
(302) 658-9200
*Attorneys for Bridgestone Sports Co., Ltd.
and Bridgestone Golf, Inc.*

OF COUNSEL:

Robert M. Masters
Scott M. Flicker
PAUL, HASTINGS, JANOFSKY & WALKER LLP
875 15th St., N.W.
Washington, DC 20005
(202) 551-1700

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836022

We, the jury, find as follows:

I. INFRINGEMENT OF BRIDGESTONE'S PATENTS

A. *The '791 Patent*

QUESTION 1: Has Bridgestone proven by a preponderance of the evidence that any or all of the following Pro V1 and Pro V1x golf ball models literally infringe any or all of the claims 11, 13, 16 and 26 of the '791 patent?

| Ball Model | <i>Claim 11</i> | | <i>Claim 13</i> | |
|--------------------------------------|-----------------------------|----------------------|-----------------------------|----------------------|
| | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2003-04 (◀•Pro V1 392•▶) | | | | |
| Pro V1 2005-06 (◀Pro V1-392▶) | | | | |
| Pro V1x 2003-04 (◀•Pro V1x 332•▶) | | | | |
| Pro V1x 2005-06 (◀Pro V1x-332▶) | | | | |
| | | | | |
| Ball Model | <i>Claim 16</i> | | <i>Claim 26</i> | |
| | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2003-04 (◀•Pro V1 392•▶) | | | | |
| Pro V1 2005-06 (◀Pro V1-392▶) | | | | |
| Pro V1x 2003-04 (◀•Pro V1x 332•▶) | | | | |
| Pro V1x 2005-06 (◀Pro V1x-332▶) | | | | |

Please answer "YES" or "NO" for each claim and for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

* If you have answered "YES" for each golf ball and claim above, you may proceed to **QUESTION 5**.

QUESTION 2: If you have found in **QUESTION 1** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe any claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

A. The '791 Patent (Continued):

QUESTION 3: If the answer is "NO" for any claim and for any golf ball model in **QUESTION 1**, has Bridgestone proven by a preponderance of the evidence that the accused Acushnet golf ball models infringe the claim under the doctrine of equivalents?

This question need only be answered for those claims and golf ball models for which you have found no literal infringement in **QUESTION 1**.

| Ball Model | Claim 11 | | Claim 13 | |
|--------------------------------------|------------------------------------|-----------------------------|------------------------------------|-----------------------------|
| | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2003-04 (◀•Pro V1 392•▶) | | | | |
| Pro V1 2005-06 (◀Pro V1-392▶) | | | | |
| Pro V1x 2003-04 (◀•Pro V1x 332•▶) | | | | |
| Pro V1x 2005-06 (◀Pro V1x-332▶) | | | | |
| | | | | |
| Ball Model | Claim 16 | | Claim 26 | |
| | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2003-04 (◀•Pro V1 392•▶) | | | | |
| Pro V1 2005-06 (◀Pro V1-392▶) | | | | |
| Pro V1x 2003-04 (◀•Pro V1x 332•▶) | | | | |
| Pro V1x 2005-06 (◀Pro V1x-332▶) | | | | |

Please answer "YES" or "NO" for each claim and for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

QUESTION 4: If you have found in **QUESTION 3** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe any claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

B. The '707 Patent

QUESTION 5: Has Bridgestone proven by a preponderance of the evidence that any or all of the following Pro V1 golf ball models literally infringe claim 1 of the '707 patent?

| Ball Model | <i>Claim 1</i> | |
|---------------------------------------|---------------------------------|-----------------------------|
| | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2000-01 (Pro V1 392) | | |
| Pro V1 2001 (Pro V1 392 stretched) | | |
| Pro V1 2002 (◀Pro V1•392▶) | | |

Please answer "YES" or "NO" for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

* If you have answered "YES" for each golf ball above, you may proceed to **QUESTION 9**.

QUESTION 6: If you have found in **QUESTION 5** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe the claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

B. The '707 Patent (Continued):

QUESTION 7: If the answer is "NO" for any golf ball model in **QUESTION 5**, has Bridgestone proven by a preponderance of the evidence that the accused Acushnet golf ball models infringe the claim under the doctrine of equivalents?

This question need only be answered for those golf ball models for which you have found no literal infringement in **QUESTION 5**.

| Ball Model | <i>Claim 1</i> | |
|---------------------------------------|---------------------------------|-----------------------------|
| | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2000-01 (Pro V1 392) | | |
| Pro V1 2001 (Pro V1 392 stretched) | | |
| Pro V1 2002 (◀Pro V1•392▶) | | |

Please answer "YES" or "NO" for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

QUESTION 8: If you have found in **QUESTION 7** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe the claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

C. The '834 Patent

QUESTION 9: Has Bridgestone proven by a preponderance of the evidence that any or all of the following NXT, DT So/Lo, PTS So/Lo and Pinnacle Exception golf ball models literally infringe claim 1 of the '834 patent?

| Ball Model | Claim 1 | |
|--|---------------------------------|-----------------------------|
| | YES (for Bridgestone) | NO (for Acushnet) |
| NXT 2003-04 (◀NXT▶) | | |
| NXT 2005-06 (◀-NXT-▶) | | |
| DT & PTS So/Lo 2003-04 (DT So/Lo/PTS So/Lo) | | |
| DT & PTS So/Lo 2005-06 (◀DT So/Lo▶/◀PTS So/Lo▶) | | |
| Exception 2003-05 (airfoil logo) | | |
| Exception 2005-06 (EXCEPTION) | | |

Please answer "YES" or "NO" for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

* If you have answered "YES" for each golf ball above, you may proceed to **QUESTION 13**.

QUESTION 10: If you have found in **QUESTION 9** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe the claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

C. The '834 Patent (Continued):

QUESTION 11: If the answer is "NO" for any golf ball model in **QUESTION 9**, has Bridgestone proven by a preponderance of the evidence that the accused Acushnet golf ball models infringe the claim under the doctrine of equivalents?

This question need only be answered for those golf ball models for which you have found no literal infringement in **QUESTION 9**.

| Ball Model | Claim 1 | |
|--|---------------------------------|-----------------------------|
| | YES (for Bridgestone) | NO (for Acushnet) |
| NXT 2003-04 (◀NXT▶) | | |
| NXT 2005-06 (◀-NXT-▶) | | |
| DT & PTS So/Lo 2003-04 (DT So/Lo/PTS So/Lo) | | |
| DT & PTS So/Lo 2005-06 (◀DT So/Lo▶/◀PTS So/Lo▶) | | |
| Exception 2003-05 (airfoil logo) | | |
| Exception 2005-06 (EXCEPTION) | | |

Please answer "YES" or "NO" for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

QUESTION 12: If you have found in **QUESTION 11** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe the claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

D. The '817 Patent

QUESTION 13: Has Bridgestone proven by a preponderance of the evidence that any or all of the following NXT Tour, DT So/Lo, PTS So/Lo and Pinnacle Exception golf ball models literally infringe claim 1 of the '817 patent?

| Ball Model | Claim 1 | |
|--|--------------------------|----------------------|
| | YES (for Bridgestone) | NO (for Acushnet) |
| NXT Tour 2002 (◀NXT•Tour▶) | | |
| NXT Tour 2003-04 (◀NXT Tour▶) | | |
| NXT Tour 2005-06 (◀NXT-Tour▶) | | |
| DT & PTS So/Lo 2003-04 (DT So/Lo/PTS So/Lo) | | |
| DT & PTS So/Lo 2005-06 (◀DT So/Lo▶/◀PTS So/Lo▶) | | |
| Exception 2003-05 (airfoil logo) | | |
| Exception 2005-06 (EXCEPTION) | | |

Please answer "YES" or "NO" for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

* If you have answered "YES" for each golf ball above, you may proceed to **QUESTION 17**.

QUESTION 14: If you have found in **QUESTION 13** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe the claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

D. The '817 Patent (Continued):

QUESTION 15: If the answer is "NO" for any golf ball model in **QUESTION 13**, has Bridgestone proven by a preponderance of the evidence that the accused Acushnet golf ball models infringe the claim under the doctrine of equivalents?

This question need only be answered for those golf ball models for which you have found no literal infringement in **QUESTION 13**.

| Ball Model | Claim 1 | |
|--|--------------------------|----------------------|
| | YES (for Bridgestone) | NO (for Acushnet) |
| NXT Tour 2002 (◀NXT•Tour▶) | | |
| NXT Tour 2003-04 (◀NXT Tour▶) | | |
| NXT Tour 2005-06 (◀NXT-Tour▶) | | |
| DT & PTS So/Lo 2003-04 (DT So/Lo/PTS So/Lo) | | |
| DT & PTS So/Lo 2005-06 (◀DT So/Lo▶/◀PTS So/Lo▶) | | |
| Exception 2003-05 (airfoil logo) | | |
| Exception 2005-06 (EXCEPTION) | | |

Please answer "YES" or "NO" for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

QUESTION 16: If you have found in **QUESTION 15** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe the claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

E. The '852 Patent

QUESTION 17: Has Bridgestone proven by a preponderance of the evidence that any or all of the following Pro V1, Pro V1x and Pro V1* (star) golf ball models literally infringe any or all of the claims 1, 6 and 7 of the '852 patent?

| | <i>Claim 1</i> | | <i>Claim 6</i> | | <i>Claim 7</i> | |
|---------------------------------------|---------------------------------|-----------------------------|---------------------------------|-----------------------------|---------------------------------|-----------------------------|
| | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2000-01 (Pro V1 392) | | | | | | |
| Pro V1 2001 (Pro V1 392 stretched) | | | | | | |
| Pro V1 2002 (◀Pro V1-392▶) | | | | | | |
| Pro V1 2003-04 (◀•Pro V1 392•▶) | | | | | | |
| Pro V1 2005-06 (◀Pro V1-392▶) | | | | | | |
| Pro V1x 2003-04 (◀•Pro V1x 332•▶) | | | | | | |
| Pro V1x 2005-06 (◀Pro V1x-332▶) | | | | | | |
| Pro V1* 2002 (◀Pro V1* 392▶) | | | | | | |

Please answer "YES" or "NO" for each claim and for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

* If you have answered "YES" for each golf ball and claim above, you may proceed to **QUESTION 21**.

QUESTION 18: If you have found in **QUESTION 17** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe any claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

E. The '852 Patent (Continued):

QUESTION 19: If the answer is "NO" for any claim and for any golf ball model in **QUESTION 17**, has Bridgestone proven by a preponderance of the evidence that the accused Acushnet golf ball models infringe the claim under the doctrine of equivalents?

This question need only be answered for those claims and golf ball models for which you have found no literal infringement in **QUESTION 17**.

| | <i>Claim 1</i> | | <i>Claim 6</i> | | <i>Claim 7</i> | |
|---------------------------------------|---------------------------------|-----------------------------|---------------------------------|-----------------------------|---------------------------------|-----------------------------|
| | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2000-01 (Pro V1 392) | | | | | | |
| Pro V1 2001 (Pro V1 392 stretched) | | | | | | |
| Pro V1 2002 (◀Pro V1•392▶) | | | | | | |
| Pro V1 2003-04 (◀•Pro V1 392•▶) | | | | | | |
| Pro V1 2005-06 (◀Pro V1-392▶) | | | | | | |
| Pro V1x 2003-04 (◀•Pro V1x 332•▶) | | | | | | |
| Pro V1x 2005-06 (◀Pro V1x-332▶) | | | | | | |
| Pro V1* 2002 (◀Pro V1* 392▶) | | | | | | |

Please answer "YES" or "NO" for each claim and for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

QUESTION 20: If you have found in **QUESTION 19** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe any claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

F. The '652 Patent

QUESTION 21: Has Bridgestone proven by a preponderance of the evidence that any or all of the following Pro V1, Pro V1x, Pro V1* (star), NXT, NXT Tour, DT So/Lo, PTS So/Lo and Pinnacle Exception golf ball models literally infringe any or all of the claims 1, 5 and 9 of the '652 patent?

| Ball Model | Claim 1 | | Claim 5 | | Claim 9 | |
|---|------------------------------------|-----------------------------|------------------------------------|-----------------------------|------------------------------------|-----------------------------|
| | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2003-04 (◀•Pro V1 392•▶) | | | | | | |
| Pro V1 2005-06 (◀Pro V1-392▶) | | | | | | |
| Pro V1x 2003-04 (◀•Pro V1x 332•▶) | | | | | | |
| Pro V1x 2005-06 (◀Pro V1x-332▶) | | | | | | |
| Pro V1* 2002 (◀Pro V1* 392▶) | | | | | | |
| NXT 2003-04 (◀NXT▶) | | | | | | |
| NXT 2005-06 (◀-NXT -▶) | | | | | | |
| NXT Tour 2003-04 (◀NXT Tour▶) | | | | | | |
| NXT Tour 2005-06 (◀NXT-Tour▶) | | | | | | |
| DT & PTS So/Lo 2003-04 (DT So/Lo/PTS So/Lo) | | | | | | |
| DT & PTS So/Lo 2005-06 (◀DT So/Lo▶/◀PTS So/Lo▶) | | | | | | |
| Exception 2003-05 (airfoil logo) | | | | | | |
| Exception 2005-06 (EXCEPTION) | | | | | | |

Please answer "YES" or "NO" for each claim and for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

* If you have answered "YES" for each golf ball and claim above, you may proceed to **QUESTION 25**.

QUESTION 22: If you have found in **QUESTION 21** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe any claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

F. The '652 Patent (Continued):

QUESTION 23: If the answer is "NO" for any claim and for any golf ball model in **QUESTION 21**, has Bridgestone proven by a preponderance of the evidence that the accused Acushnet golf ball models infringe the that claim under the doctrine of equivalents?

This question need only be answered for those claims and golf ball models for which you have found no literal infringement in **QUESTION 21**.

| Ball Model | <i>Claim 1</i> | | <i>Claim 5</i> | | <i>Claim 9</i> | |
|---|-----------------------------|----------------------|-----------------------------|----------------------|-----------------------------|----------------------|
| | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2003-04 (◀•Pro V1 392•▶) | | | | | | |
| Pro V1 2005-06 (◀Pro V1-392▶) | | | | | | |
| Pro V1x 2003-04 (◀•Pro V1x 332•▶) | | | | | | |
| Pro V1x 2005-06 (◀Pro V1x-332▶) | | | | | | |
| Pro V1* 2002 (◀Pro V1* 392▶) | | | | | | |
| NXT 2003-04 (◀NXT▶) | | | | | | |
| NXT 2005-06 (◀-NXT-▶) | | | | | | |
| NXT Tour 2003-04 (◀NXT Tour▶) | | | | | | |
| NXT Tour 2005-06 (◀NXT-Tour▶) | | | | | | |
| DT & PTS So/Lo 2003-04 (DT So/Lo/PTS So/Lo) | | | | | | |
| DT & PTS So/Lo 2005-06 (◀DT So/Lo▶/◀PTS So/Lo▶) | | | | | | |
| Exception 2003-05 (airfoil logo) | | | | | | |
| Exception 2005-06 (EXCEPTION) | | | | | | |

Please answer "YES" or "NO" for each claim and for each golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

QUESTION 24: If you have found in **QUESTION 21** that Bridgestone has not proven by a preponderance of the evidence that any ball does not infringe any claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

G. The '961 Patent

QUESTION 25: Has Bridgestone proven by a preponderance of the evidence that the following Pro V1 golf ball model literally infringes claim 2 of the '961 patent?

| Ball Model | <i>Claim 2</i> | |
|----------------------------------|--------------------------|----------------------|
| | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 2005-06 (◀Pro V1-392▶) | | |

Please answer "YES" or "NO" for the golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

* If you have answered "YES" above, you may proceed to **QUESTION 29**.

QUESTION 26: If you have found in **QUESTION 25** that Bridgestone has not proven by a preponderance of the evidence that the ball does not infringe the claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

G. The '961 Patent (Continued):

QUESTION 27: If the answer is "NO" for claim 2 and for the golf ball model in **QUESTION 25**, has Bridgestone proven by a preponderance of the evidence that the accused Acushnet golf ball model infringes the claim under the doctrine of equivalents?

This question need only be answered if you have found no literal infringement in **QUESTION 25**.

| Ball Model | <i>Claim 2</i> | |
|--------------------------------|---------------------------------|-----------------------------|
| | YES (for Bridgestone) | NO (for Acushnet) |
| Pro V1 3005-06 ◀Pro V1-392▶ | | |

Please answer "YES" or "NO" for the golf ball model by placing a check mark in the appropriate box.

A "YES" answer is an answer for Bridgestone. A "NO" answer is an answer for Acushnet.

QUESTION 28: If you have found in **QUESTION 27** that Bridgestone has not proven by a preponderance of the evidence that the ball does not infringe the claim, identify the claim limitation(s) that you have found not proven by Bridgestone in the space below. You may use the additional sheets provided at the back of this verdict form as necessary.

II. VALIDITY OF BRIDGESTONE'S PATENTS**A. *Anticipation/Obviousness of Bridgestone's Patents*****The '707 Patent**

QUESTION 29: Do you find that Acushnet has shown by clear and convincing evidence that claim 1 of Bridgestone's '707 patent is invalid as obvious?

| | NO (for Bridgestone) | YES (for Acushnet) |
|----------------|--------------------------------|------------------------------|
| Claim 1 | | |

A "NO" answer is a finding for Bridgestone.

A "YES" answer to this question is a finding for Acushnet that the claim is rendered obvious by a prior art reference or combination of references.

QUESTION 30: Answer this question only if you have answered YES to **QUESTION 29**. For claim 1 of the '707 patent that you have found to be obvious, in the space provided below, identify all prior art references or combinations of references that render it obvious.

The '834 Patent

QUESTION 31: Do you find that Acushnet has shown by clear and convincing evidence that claim 1 of Bridgestone's '834 patent is invalid as anticipated?

| | NO (for Bridgestone) | YES (for Acushnet) |
|----------------|--------------------------------|------------------------------|
| Claim 1 | | |

A "NO" answer is a finding for Bridgestone.

A "YES" answer to this question is a finding for Acushnet that the claim is anticipated by a prior art reference.

QUESTION 32: Answer this question only if you have answered YES to **QUESTION 31**. For claim 1 of the '834 patent that you have found to be anticipated, in the space provided below, identify all prior art references that anticipate the claim.

The '817 Patent

QUESTION 33: Do you find that Acushnet has shown by clear and convincing evidence that claim 1 of Bridgestone's '817 patent is invalid as anticipated and/or obvious?

| | NO (for Bridgestone) | ANTICIPATED (for Acushnet) | OBVIOUS (for Acushnet) |
|----------------|--------------------------------|--------------------------------------|----------------------------------|
| Claim 1 | | | |

A "NO" answer is a finding for Bridgestone.

An "ANTICIPATED" answer to this question is a finding for Acushnet that the claim is anticipated by a prior art reference. An "OBVIOUS" answer to this question is a finding for Acushnet that the claim is rendered obvious by a prior art reference or combination of references.

QUESTION 34: Answer this question only if you have answered YES to one or more portions of **QUESTION 33**. For claim 1 of the '817 patent that you have found to be anticipated or obvious, in the space provided below, identify all prior art references that anticipate the claim and all prior art references or combinations of references that render it obvious.

The '852 Patent

QUESTION 35: Do you find that Acushnet has shown by clear and convincing evidence that any of the claims of Bridgestone's '852 patent are invalid as anticipated and/or obvious?

| | NO (for Bridgestone) | ANTICIPATED (for Acushnet) | OBVIOUS (for Acushnet) |
|----------------|--------------------------------|--------------------------------------|----------------------------------|
| Claim 1 | | | |
| Claim 6 | | | |
| Claim 7 | | | |

A "NO" answer is a finding for Bridgestone.

An "ANTICIPATED" answer to this question is a finding for Acushnet that a claim is anticipated by a prior art reference. An "OBVIOUS" answer to this question is a finding for Acushnet that a claim is rendered obvious by a prior art reference or combination of references.

QUESTION 36: Answer this question only if you have answered YES to one or more portions of **QUESTION 35**. For each claim of the '852 patent that you have found to be anticipated or obvious, in the space provided below, identify all prior art references that anticipate the claim and all prior art references or combinations of references that render it obvious.

The '652 Patent

QUESTION 37: Do you find that Acushnet has shown by clear and convincing evidence that any of the claims of the Bridgestone's '652 patent are invalid as anticipated and/or obvious?

| | NO (for Bridgestone) | ANTICIPATED (for Acushnet) | OBVIOUS (for Acushnet) |
|----------------|--------------------------------|--------------------------------------|----------------------------------|
| Claim 1 | | | |
| Claim 5 | | | |
| Claim 9 | | | |

A "NO" answer is a finding for Bridgestone.

An "ANTICIPATED" answer to this question is a finding for Acushnet that a claim is anticipated by a prior art reference. An "OBVIOUS" answer to this question is a finding for Acushnet that a claim is rendered obvious by a prior art reference or combination of references.

QUESTION 38: Answer this question only if you have answered YES to one or more portions of **QUESTION 37**. For each claim of the '652 patent that you have found to be anticipated or obvious, in the space provided below, identify all prior art references that anticipate the claim and all prior art references or combinations of references that render it obvious.

The '961 Patent

QUESTION 39: Do you find that Acushnet has shown by clear and convincing evidence that claim 2 of Bridgestone's '961 patent is invalid as anticipated and/or rendered obvious?

| | NO (for Bridgestone) | ANTICIPATED (for Acushnet) | OBVIOUS (for Acushnet) |
|----------------|--------------------------------|--------------------------------------|----------------------------------|
| Claim 2 | | | |

A "NO" answer is a finding for Bridgestone.

An "ANTICIPATED" answer to this question is a finding for Acushnet that the claim is anticipated by a prior art reference. An "OBVIOUS" answer to this question is a finding for Acushnet that the claim is rendered obvious by a prior art reference or combination of references.

QUESTION 40: Answer this question only if you have answered YES to **QUESTION 39**. For claim 2 of the '961 patent that you have found to be anticipated or obvious, in the space provided below, identify all prior art references that anticipate the claim and all prior art references or combinations of references that render it obvious.

B. Invalidity Under 35 U.S.C. § 1121. Written Description

QUESTION 41: Do you find that Acushnet has shown by clear and convincing evidence that the following claims of the Bridgestone '791 patent are invalid for lack of written description?

| Bridgestone Patent | Claim | NO (for Bridgestone) | YES (for Acushnet) |
|---------------------------|-----------------|--------------------------------|------------------------------|
| '791 Patent | Claim 11 | | |
| '791 Patent | Claim 13 | | |
| '791 Patent | Claim 16 | | |
| '791 Patent | Claim 26 | | |

A "YES" answer to this question is a finding for Acushnet. A "NO" answer is a finding for Bridgestone.

2. Enablement

QUESTION 43: Do you find that Acushnet has shown by clear and convincing evidence that the following claims of the Bridgestone '792 patent are invalid for lack of enablement?

| Bridgestone Patent | Claim | NO (for Bridgestone) | YES (for Acushnet) |
|---------------------------|-----------------|--------------------------------|------------------------------|
| '791 Patent | Claim 11 | | |
| '791 Patent | Claim 13 | | |
| '791 Patent | Claim 16 | | |
| '791 Patent | Claim 26 | | |

A "YES" answer to this question is a finding for Acushnet. A "NO" answer is a finding for Bridgestone.

III. DAMAGES

If you found that Acushnet infringed at least one valid claim of the Bridgestone patents, please answer the following questions regarding your damages award:

QUESTION 44: What amount of damages has Bridgestone proven by a preponderance of the evidence?

For the '791 patent: \$ _____

If the above amount was based upon a royalty rate rather than a lump sum, what percentage or per unit rate did you use? _____

For the '707 patent: \$ _____

If the above amount was based upon a royalty rate rather than a lump sum, what percentage or per unit rate did you use? _____

For the '834 patent: \$ _____

If the above amount was based upon a royalty rate rather than a lump sum, what percentage or per unit rate did you use? _____

For the '817 patent: \$ _____

If the above amount was based upon a royalty rate rather than a lump sum, what percentage or per unit rate did you use? _____

For the '852 patent: \$ _____

If the above amount was based upon a royalty rate rather than a lump sum, what percentage or per unit rate did you use? _____

For the '652 patent: \$ _____

If the above amount was based upon a royalty rate rather than a lump sum, what percentage or per unit rate did you use? _____

For the '961 patent: \$ _____

If the above amount was based upon a royalty rate rather than a lump sum, what percentage or per unit rate did you use? _____

Each Juror should sign the verdict form to reflect that a verdict has been reached.

Dated: June ____, 2007

| | | |
|-----------------------|--|-----------------------|
| | | |
| Foreperson | | Juror No. ____ |
| | | |
| Juror No. ____ | | Juror No. ____ |
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| Juror No. ____ | | Juror No. ____ |
| | | |
| Juror No. ____ | | Juror No. ____ |
| | | |
| Juror No. ____ | | Juror No. ____ |
| | | |
| Juror No. ____ | | Juror No. ____ |

CERTIFICATE OF SERVICE

I certify that on May 22, 2007 I electronically filed the foregoing with the Clerk of the Court using CM/ECF, which will send notification of such filing(s) to Richard L. Horwitz and David E. Moore.

I further certify that I caused copies to be served upon the following on May 22, 2007 in the manner indicated:

BY E-MAIL & HAND

Richard L. Horwitz, Esquire
POTTER ANDERSON & CORROON LLP
1313 N. Market Street
Wilmington, DE 19801

BY E-MAIL & FEDERAL EXPRESS

Joseph P. Lavelle, Esquire
HOWREY LLP
1299 Pennsylvania Avenue, NW
Washington, DC 20004

/s/ Leslie A. Polizoti

Leslie A. Polizoti (#4299)
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Wilmington, DE 19801
(302) 658-9200
lpolizoti@mnat.com